

shall have all remedies that may exist at law or in equity. Such remedies shall include the remedy of specific performance. Any remedies of the non-defaulting party shall be subject to any rights to arbitration or mediation that may exist under state law. In no event shall any time allowed to cure a default nor shall any time allowed for any right of mediation or arbitration preclude the non-defaulting party from seeking injunctive or other relief (to include the remedies set forth at Paragraph 9.0).

- B. The parties agree that Producer's default under any loan agreements with a third-party lender shall also constitute a default of this Agreement.
- C. The parties agree that a default by the Producer shall occur if the Producer becomes bankrupt or insolvent or is involuntarily placed into the hands of a receiver, assignee or trustee in bankruptcy. It shall also be a default for Producer to cause or permit the creation of any lien or encumbrance on the Facility other than the third-party lender's mortgage, without CF's prior written consent.
- D. The parties agree that Producer's failure to follow CF's reasonable instructions directed toward correction of performance with respect to feed waste, mortality, proper animal husbandry or delivery of pigs shall also constitute a default.
- E.
 - i. If a dispute as to the meaning of contract terms arises, a party may request mediation or arbitration of the other, if so required by law. The right to mediate or arbitrate shall not, however, apply to a party's default of this agreement unless required by law.
 - ii. If mediation or arbitration is required by law, CF shall select whether the parties shall undertake mediation or arbitration. If arbitration is selected, CF shall decide whether the same is binding or non-binding. The mediator or arbitrator, as the case may be, shall be selected from the Minnesota Supreme Court Qualified Roster of ADR Neutrals or a similar list in effect in the state where CF determines such arbitration or mediation is to be held. If mediation is selected by CF, the parties will confer within ten (10) days of written notice of the mediation request and select a mutually agreeable mediator. If the parties are unable to agree, CF shall select the mediator within five (5) additional days. If an applicable request for arbitration is made, the parties shall confer within ten (10) days of the date of such request and select a mutually agreeable arbitrator. If the parties are unable to agree, each party shall select an arbitrator and the two arbitrators selected shall designate a third arbitrator to act as an arbitration panel. Each party shall bear their own expense in connection with any mediation or arbitration.